

RECORDATION NO. 22133-17 FILED

APR 25 '03

4-05 PM

**HOGAN & HARTSON**  
L.L.P.

**SURFACE TRANSPORTATION BOARD**

COLUMBIA SQUARE  
555 THIRTEENTH STREET, NW  
WASHINGTON, DC 20004-1109  
TEL (202) 637-5600  
FAX (202) 637-5910  
WWW.HHLAW.COM

**Writer's Direct Dial**  
**(202) 637-6567**

April 25, 2003

*BY HAND DELIVERY*

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, DC 20423

Dear Secretary Williams:

Pursuant to the provisions of 49 U.S.C. § 11301 and in accordance with 49 C.F.R. § 1177, one original and one copy of the document described below are enclosed herewith for filing and recordation:

This document is a Termination of Railcar Lease (Including Memorandum of Lease), a secondary document, dated April 25, 2003.

The primary document to which this termination is connected is a Memorandum of Lease from 1994 VCM Inc. (Lessor) to Oxy Vinyls, L.P. (Lessee), recorded on April 30, 1999, under Recordation No. 22133.

The names and addresses of the parties to these documents are as follows:

LESSOR: 1994 VCM Inc.  
c/o State Street Bank and Trust Company of  
Connecticut, National Association  
225 Asylum Sreet, Goodwin Square  
Hartford, CT 06103

LESSEE: Oxy Vinyls, L.P.  
5005 LBJ Freeway  
Dallas, TX

HOGAN & HARTSON L.L.P.

Mr. Vernon A. Williams  
April 25, 2003  
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A description of the railroad equipment subject to this document follows:

200 5,851 cubic foot Covered Hopper Railcars manufactured by Trinity Industries, Inc. and assigned Identification Nos. GVDX 2001 – GVDX 2200, together with any and all accessions, additions, improvements, and replacements from time to time incorporated or installed therein.

Enclosed is a payment in the amount of \$30.00 to cover the required recording fee. Please return the original and any copies not needed by the Board to the bearer.

A short summary of the document to appear in the index follows:

Termination of Railcar Lease (Including Memorandum of Lease), terminating Memorandum of Lease with Recordation No. 22133, dated April 25, 2003, and covering 200 5,851 cubic foot Covered Hopper Railcars bearing identification marks and numbers GVDX 2001 – GVDX 2200.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Latane Montague".

R. Latane Montague  
*Attorney for purposes of this filing for  
1994 VCM Inc. and Oxy Vinyls, L.P.*

Enclosures

# HOGAN & HARTSON

L.L.P.

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April 25, 2003

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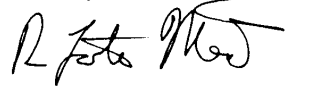
Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, DC 20423

Dear Secretary Williams:

Pursuant to the provisions of 49 U.S.C. § 11301 and in accordance with 49 C.F.R. § 1177, I am submitting one original and one true copy of a Termination of Railcar Lease (Including Memorandum of Lease), a secondary document, dated April 25, 2003. The primary document to which this termination is connected is a Memorandum of Lease from 1994 VCM Inc. (Lessor) to Oxy Vinyls, L.P. (Lessee), recorded on April 30, 1999, under Recordation No. 22133.

In accordance with 49 C.F.R. § 1177.3(b)(2), I have compared the copy with the original document and have found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

Sincerely,



R. Latane Montague  
*Attorney for purposes of this filing for  
1994 VCM Inc. and Oxy Vinyls, L.P.*

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EXECUTION COPY

SURFACE TRANSPORTATION BOARD  
**TERMINATION OF RAILCAR LEASE**  
**(INCLUDING MEMORANDUM OF LEASE)**

THIS TERMINATION OF RAILCAR LEASE (INCLUDING MEMORANDUM OF LEASE) (the "Termination Agreement"), executed by 1994 VCM Inc., a Texas corporation ("Lessor"), c/o State Street Bank and Trust Company of Connecticut, National Association, 225 Asylum Street, Goodwin Square, Hartford, Connecticut 06103, and OXY VINYLs, LP, a Delaware limited partnership ("Lessee"), 5005 LBJ Freeway, Dallas, Texas.

W I T N E S S E T H:

A. Lessor and Lessee entered into that certain Railcar Lease (the "Lease") dated as of April 30, 1999, as evidenced by that certain Memorandum of Lease (the "Memorandum of Lease") dated April 30, 1999, wherein Lessor agreed to lease to the Lessee the 200 5851 cubic foot capacity covered hopper cars manufactured by Trinity Industries, Inc. and assigned identification Nos. GVDX 2001 – GVDX 2200 at any time subjected thereto with any and all accessions, additions, improvements and replacements from time to time incorporated or installed therein (the "Equipment"), pursuant to the terms and conditions set forth in the Lease.

B. The Memorandum of Lease was recorded on April 30, 1999, in the Office of the Surface Transportation Board as Document No. 22133.

C. The Memorandum of Lease was deposited in the Office of the Registrar General of Canada on April 30, 1999, pursuant to Section 90 of the *Railway Act* (Canada).

D. Lessor and Lessee now wish to cancel and terminate the Lease and the Memorandum of Lease and show for the public record the full, complete termination of the Memorandum of Lease.

**NOW, THEREFORE**, for and in consideration of the covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Capitalized terms used but not defined in this Termination Agreement shall have the respective meanings set forth in Appendix A to the Participation Agreement (as defined in the Lease).

2. The Lease shall be cancelled and terminated effective as of April 25, 2003 (the "Termination Date").

3. The parties hereby agree and acknowledge that, subject to paragraph 5 below, on the Termination Date the parties hereto shall be released from any and all obligations, claims, liabilities and demands arising from and after the Termination Date by reason of or in anyway incident to or resulting from the Lease.

4. Subject to paragraph 5 below, by the execution of this Termination Agreement, the parties hereto have and do hereby release and discharge, and by these presents do hereby

forever release and discharge each other, their respective employees, agents, insurers, heirs, successors and assigns for and from any and all liabilities, claims, demands, controversies, damages, action and causes of action, and for and from any and all loss and damage of any kind or nature sustained by or hereafter resulting to the undersigned or person or persons for whom the undersigned are acting, arising from the aforesaid Lease, and of and from all liabilities, claims, demands, controversies, damages, action and causes of action whatsoever either in law or in equity, which the undersigned jointly, individually or any other capacity shall or may have now or in the future against the other by reason of or in anyway incident to or resulting from such Lease.

5. The Lessee acknowledges and confirms those provisions of the Lease and the other Operative Documents (including indemnification provisions) which by their express terms survive termination, and acknowledges and confirms that such provisions shall continue to survive and shall remain effective following termination of the Lease pursuant to this Termination Agreement.

6. Notwithstanding anything to the contrary contained herein, this agreement is made without representation or warranty (express or implied), except that the Equipment is free and clear of any conveyance, mortgage, lease or Lien or other adverse interest of any kind created or caused by the Lessor or any person claiming by, through or under the Lessor (except Permitted Encumbrances and as consented to or created or caused by the Lessee and except as to any interest created by the Lessor upon the exercise of any right upon any Default, Non-Performance Event or Event of Default ).

7. This Termination Agreement is executed for the express purpose of verifying and giving notice of the termination of the Lease and the recorded Memorandum of Lease and the release and discharge of the Equipment therefrom and thereunder.

8. This Termination Agreement may be signed by the parties hereto in one or more counterparts which together shall constitute one and the same agreement.

[SIGNATURE PAGES FOLLOWING]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Termination Agreement to be executed effective as of the 25th day of April, 2003 and declare this Termination Agreement to be binding on them, their respective successors and permitted assigns.

LESSOR:

1994 VCM Inc., a Texas corporation

By: Kim E. Lutthans

Name: Kim E. Lutthans

Title: Vice President

STATE OF Delaware )

                                  New )  
COUNTY OF Castle )

The foregoing Termination Agreement was acknowledged before me this 23rd day of April, 2003, by Kim E. Lutthans as Vice President of 1994 VCM Inc., a Texas corporation, on behalf of such corporation.

My Commission expires:  
09/26/03

(SEAL)

Camilia M. Denny

Camilia M. Denny

Notary Public

[SIGNATURES CONTINUED ON NEXT PAGE]

LESSEE:

OXY VINYLS, LP, a Delaware limited partnership

By: OCCIDENTAL PVC LLC, its general partner

By: J. K. Blaine

Name: J.K. Blaine

Title: Assistant Secretary

STATE OF CALIFORNIA    )  
  )  
COUNTY OF LOS ANGELES    )

The foregoing Termination Agreement was acknowledged before me on the 23rd day of April, 2003, by J.K. Blaine, who acknowledged to me that he executed the same in his authorized capacity as Assistant Secretary of OCCIDENTAL PVC LLC, a Delaware limited liability company and the general partner of OXY VINYLS, LP, a Delaware limited partnership, on behalf of said entities.

My commission expires:

Christine Fitzgerald  
Christine Fitzgerald  
NOTARY PUBLIC

(SEAL)

When Recorded Return to:

Jennifer D. Hamer  
Vinson & Elkins L.L.P.  
2300 First City Tower  
1001 Fannin  
Houston, Texas 77002-6760

